

## **EXHIBIT “D”**

LAW OFFICES OF  
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**LETTER OF UNDERTAKING**

June 22, 2006

Uniwire International Ltd.  
& Their Underwriters  
c/o Nicoletti Hornig Campise & Sweeney  
Wall Street Plaza  
88 Pine Street  
New York, New York 10005-1801

Re:	Bills of Lading:	CPJQOR15TXGNEW02 CPJQOR15TXGNEW03
	Vessel:	M/V Wladyslaw Orkan
	At New York:	June 22, 2006
	Shipment:	Galvanized Pipe
	Nature of Claim:	Rust and Physical Damage
	Amount:	\$175,000.00
	Your Reference No.:	Please Advise
	NHC&S Reference No.:	92000047JFS/LCG

Dear Sirs:

In consideration of you and/or your Assignees/Subrogees not arresting the M/V **WLADYSLAW ORKAN** in connection with suit which you intend to institute or have instituted in the Southern District of New York or other competent court, for alleged damage to a shipment of galvanized steel pipe shipped from under Bills of Lading Nos. **CPJQOR15TXGNEW02 & CPJQOR15TXGNEW03** arriving in New Orleans on or about June 16, 2006, and in further consideration of your not arresting or re-arresting and/or interfering in any other way with the use or trading of the above ship or any other ship or property or asset in the same or associated ownership or management, the undersigned Association hereby agrees:

- 1) To file or cause to be filed a claim of owner of the M/V **WLADYSLAW ORKAN** in the event suit is commenced in the United States District Court for the Southern District of New York, and agreement that the United States District Court for the Southern District of New York is the proper venue for said action.
- 2) In the event a final decree (after appeal, if any) be entered in favor of the plaintiff against the M/V **WLADYSLAW ORKAN**, then the undersigned Association agrees

to pay and satisfy up to the sum of US\$175,000.00 inclusive of interest and costs the said final decree or any lesser amount decreed by the Court or settled between the parties, where said settlement has been made with the approval of the undersigned Association, without any final decree being rendered.

- 3) Upon demand, to cause to be filed a bond in form and sufficiency of surety satisfactory to you or to the Court in the above amount, securing your claim against the said vessel, the amount of such bond not to exceed the amount stated in sub-paragraph 2 above.
- 4) In the event the bond referred to in sub-paragraph 3, above, is filed, the undersigned Association shall have no further obligation under sub-paragraph 2 above.

This letter is written entirely without prejudice as to any rights or defenses which the said vessel or Owners may have under the covering Bill(s) of Lading and/or Charter Parties and/or statutes in effect, none of which is to be regarded as waived.

Very truly yours,

THE WEST OF ENGLAND SHIP OWNERS  
MUTUAL PROTECTION AND INDEMNITY  
ASSOCIATION (LUXEMBOURG)

By:

  
JAMES L. ROSS

As Attorney-in-Fact for the above  
limited purpose only as per  
authority received from The West  
of England Ship Owners Mutual  
Insurance Association (London)  
Limited